CHU86742

SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET

Referred to Commission Committee 4-Law Enforcement, Fire, Corrections & Court

For Commission Action on April 14, 2008

DESCRIPTION OF ITEM: A RESOLUTION APPROVING THE EXPENDITURE OF FUNDS BY THE OFFICE OF PREPAREDNESS FY'2007-2008 OPERATING BUDGET IN THE AMOUNT OF $220,704.00 TO TEXAS ENGINEERING EXTENSION SERVICE, TEXAS A&M UNIVERSITY SYSTEM (TEEX), FOR CONTINUITY OF OPERATION/CONTINUITY OF GOVERNMENT PLANS (COOP/COG), TO HELP BUILD RESILIENCY AND ALLOW AN AGENCY TO CARRY OUT ITS MISSION, SERVE THE PUBLIC, AND PROTECT EMPLOYEES DURING A CRISIS, AND THIS ITEM REQUIRES THE EXPENDITURES OF PASS THROUGH GRANT FUNDS UNDER THE U.S. DEPARTMENT OF HOMELAND SECURITY/URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAMS IN THE AMOUNT OF $220,704.00 SPONSORED BY COMMISSIONER SIDNEY CHISM.

CHECK ALL THAT APPLY BELOW:

_____ This Action does NOT require expenditure of funds.

__X____ This Item requires/approves expenditure of funds as follows (complete all that apply):

County General Funds: $_____; County CIP Funds- $_____

State Grant Funds: $_____; State Gas Tax Funds: $_____

Federal Grant Funds: $220,704.00

Other funds (Specify source and amount): $_____

Other pass-thru funds (Specify source and amount): $ _____

Originating Department: **Office of Preparedness**
APPROVAL:

	(Print your name & phone #.)	(Initials)	(Date)
Dept. Head:	Bob Nations Jr 3797094	BN	3/25/08
Elected Official:			
Division Director:			
CIP – A&F Director:			
Finance Dept.:	Mike Swift 545-4269	MAS	4/3/08
County Attorney:	Mary L. Beight x4963	mlb	3/31/08
CAO/Mayor:	James F. Huntzicker 545-4514	JFH	4/3/08

SUMMARY SHEET

I. Description of Item:

A resolution approving the expenditure of funds by the office of preparedness FY'07-08 operating budget in the amount of $220,704.00 to Texas Engineering Extension Service, Texas A&M University System (TEEX), for Continuity of Operation/Continuity of Government plans (COOP/COG), to help build resiliency and allow an agency to carry out its mission, serve the public, and protect employees during a crisis, and this item requires the expenditures of pass through grant funds under the U.S. Department of Homeland Security grant programs in the amount of $220,704.00.

II. Source and Amount of Funding:

Grant funds have already been accepted and received from the Military Department of Tennessee and the Tennessee Emergency Management Agency for equipment, planning, training, and exercises associated with the implementation of the FY 2006 Homeland Security/UASI Grant Program.

III. Contract Items:

A. Type of Contract – This service will be purchased from TEEX, which has been approved as a sole source supplier for COOP/COG.

IV. Additional Relevant Information:

A vital piece of developing a COOP/COG plan is identifying the jurisdiction's essential functions. As part of the technical assistance, TEEX will assist the Memphis/Shelby UASI Region in defining its essential functions and the resources required to support these functions during the emergency. TEEX will guide the Memphis/Shelby UASI Region through completing the following tasks:

- Identifying and prioritizing critical functions and systems
- Develop Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO)
- Identifying and documenting resources required to maintain essential functions
- Developing alternate methods for performing critical functions
- Identifying key personnel
- Determining alternate work locations and requirements

TEEX will provide the Memphis/Shelby UASI Region with the training and technical assistance to provide the knowledge, skills, abilities, and tools to develop a comprehensive COOP/COG plan and provide planning support after the on-site technical assistance.

Administration recommends approval of this Resolution.

ITEM NO: _____ PREPARED BY: Patrina Chambers

APPROVED BY: _____

DESCRIPTION OF ITEM: A RESOLUTION APPROVING THE EXPENDITURE OF FUNDS BY THE OFFICE OF PREPAREDNESS FY'2007-2008 OPERATING BUDGET IN THE AMOUNT OF $220,704.00 TO TEXAS ENGINEERING EXTENSION SERVICE, TEXAS A&M UNIVERSITY SYSTEM (TEEX), FOR CONTINUITY OF OPERATION/CONTINUITY OF GOVERNMENT PLANS (COOP/COG), TO HELP BUILD RESILIENCY AND ALLOW AN AGENCY TO CARRY OUT ITS MISSION, SERVE THE PUBLIC, AND PROTECT EMPLOYEES DURING A CRISIS, AND THIS ITEM REQUIRES THE EXPENDITURES OF PASS THROUGH GRANT FUNDS UNDER THE U.S. DEPARTMENT OF HOMELAND SECURITY GRANT PROGRAMS IN THE AMOUNT OF $220,704.00 SPONSORED BY COMMISSIONER SIDNEY CHISM.

WHEREAS, the Office of Preparedness seeks to purchase COOP/COG, for the Memphis/Shelby County UASI Region; and

WHEREAS, grant funds were received and accepted for planning associated with the implementation of the 2006 State Homeland Security/UASI Grant Program.

WHEREAS, TEEX is a Department of Homeland Security (DHS) funded entity which qualifies them as a sole source supplier and is authorized as the only supplier, of this service.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, that the expenditure of funds to TEEX, in the amount of $220,704,000 is hereby approved.

BE IT FURTHER RESOLVED, that the purchasing department is authorized to issue purchase orders pursuant to said award for the purchase of COOP/COG plans from the Office of Preparedness FY'07-08 operating budget, Account No. 308-200307-6419, and is subject to the availability of funds at the time the purchase orders are issued.

BE IT FURTHER RESOLVED, that the County Mayor and the Director of Administration and Finance are authorized to issue their warrant or warrants to appropriations made in this resolution, and to take proper credit in their accounting
therefore.

_____
A C Wharton, Jr.
COUNTY MAYOR

Date: _____

ATTEST:

_____
CLERK OF COUNTY COMMISSION

ADOPTED: _____

BRP

CONTRACT NO. CA 08674A

CONTRACT AND ENCUMBRANCE INFORMATION SHEET
AN ORIGINAL AND 1 COPY OF THIS FORM MUST BE SUBMITTED

THIS SHEET MUST BE COMPLETED, SIGNED BY THE DEPARTMENT HEAD AND DIVISION DIRECTOR AND ATTACHED TO ALL CONTRACT AND RESOLUTION PACKETS BEFORE ANY ACTION WILL BE TAKEN.

1. Department Requesting Services: Office of Preparedness
2. Preparer's Name, Telephone #, and E-Mail Address:
   Patrina Chambers, 901-379-7019, patrina.chambers@shelbycountytn.gov
3. DESCRIPTION OF ITEM TO BE PURCHASED, BUILT, OR SERVICE TO BE PROVIDED:
   Continuity of Operations/Continuity of Government Program
4. NAME, ADDRESS, VENDOR NUMBER, AND EOC NUMBER OF VENDOR/CONSULTANT/AGENCY WITH WHICH SHELBY COUNTY WILL BE CONTRACTING:
   Texas Engineering Extension Service, Texas A&M University System
   301 Tarrow, College Station, TX 77840-7896

   VENDOR NO. 36350

   EOC NO. S-0209-12438
5. COST OF ITEM OR SERVICE REQUESTED: $220,704.00
6. TERM OF PROPOSED CONTRACT/AGREEMENT:
7. FUND, ORG, AND ACCOUNT NUMBER (13 DIGITS) **FOR MULTIPLE ACCOUNTS, PLEASE SPECIFY DOLLAR AMOUNT FOR EACH**
   308-200307-6419
8. COMMODITY CODE:
9. VENDOR/CONSULTANT/AGENCY SELECTED BY (CHECK ONE):
   PLEASE ATTACH APPROVAL DOCUMENTS
   a. ☐ Bid/RFP Process - # & Date
   b. ☐ Emergency/Sole Source
10. LOSB/MBE INFORMATION: Please check the appropriate description
   ☐ MBE (MINORITY OWNED BUSINESS ENTERPRISE)
   ☐ MALE ☐ FEMALE
   ☐ WBE (WOMEN OWNED BUSINESS ENTERPRISE)
   ☐ LOSB (LOCALLY OWNED SMALL BUSINESS)
   ANNUAL SALES DOES NOT EXCEED $3 MILLION
   ☐ N/A
11. SPECIAL INSRUCTIONS (ROUTING, FUNDING, BUDGET TRANSFER IN PROCESS)

RECEIVED
2008 MAR -5 AM 7:15
COMMISSION ADMINISTRATOR

REVIEWED AND APPROVED BY:

DEPARTMENT HEAD — DATE 03/04/08

ELECTED OFFICIAL

DIVISION DIRECTOR — DATE 3/5/08

Memorandum
March 3, 2008

TO: AC Wharton, Mayor
Shelby County Government

FROM: Bob Nations, Jr.
Shelby County Office of Preparedness

Re: Continuity of Government/Continuity of Operations Training and Planning

Mayor Wharton:

Pursuant to creating a Continuity of Government Plan for Shelby County and for our partnering jurisdictions within the UASI, and to include our private partners in the Continuity of Operations, the attached contract from the Texas Engineering Extension Service (TEEX) is for your signature. TEEX is part of the Texas A&M University System and is a founding member of the National Domestic Preparedness Consortium. The NDPC is comprised of five schools that are directly funded and supported by the US Department of Homeland Security.

The training TEEX is providing for our COOP and COG Program is a contractual delivery. The US Department of Homeland Security makes the UASI/Homeland Security funds eligible for the COOP/COG projects. Further, we have processed the required resolution and supporting documentation through the Shelby County Government system.

Thank you for your support in this matter.

cc: James Huntzicker
Pamela Skelton

TRAIN • SERVE • RESPOND

MEMORANDUM OF AGREEMENT
(States)

This **MEMORANDUM OF AGREEMENT (MOA)** is entered into by and between **Shelby County, Tennessee, Office of Preparedness,** a County Government Agency of the State or Commonwealth of Tennessee, and the **TEXAS ENGINEERING EXTENSION SERVICE**, an agency of the State of Texas and a member of The Texas A&M University System ("**TEEX**") shown below as Contracting Parties.

I. CONTRACTING PARTIES:

The Receiving Party: **Shelby County, Tennessee, Office of Preparedness, 1075 Mullins Station Road, Room C-133, Memphis, TN 38134**
The Performing Party: **Texas Engineering Extension Service, 301 Tarrow, College Station, TX.77840-7896**

II. STATEMENT OF SERVICES:

TEEX will provide the Memphis/Shelby Urban Area Security Initiative (UASI) Region with one (1) Continuity of Operations/Continuity of Government training course for a maximum of 40 participants at a location chosen by the Memphis/Shelby UASI Region and seven (7) Continuity of Operation/Continuity of Government (COOP/COG) technical assistance sessions to facilitate development of the COOP/COG plan for Shelby County, Tennessee; City of Memphis, Tennessee; Desoto County, Mississippi; Crittenden County, Arkansas; Tipton County, Tennessee; Lauderdale County, Tennessee and Fayette county, Tennessee.

Responsibilities

The Memphis/Shelby UASI Region Will Do The Following:

(a) Designate a Project Director to serve as primary point of contact for TEEX.
(b) Provide TEEX with current copies of all COOP/COG plans, hazard/risk assessments and essential functions analysis.
(c) Provide TEEX accessibility to personnel for interviews and surveys regarding the COOP/COG plan.
(d) Provide locations, dates, times and participants for the meetings, technical assistance and training sessions.

TEEX Will Do The Following:

(a) Designate a Project Manager to coordinate project components.
(b) Facilitate an introductory meeting to discuss the COOP/COG process.
(c) Deliver one (1) COOP/COG Training course to a maximum of 40

participants.

(d) Review current planning documents for the aforementioned counties and City of Memphis, and develop a gap assessment that will guide the technical assistance process.

(e) Provide tools and templates to assist the counties in development of COOP/COG plans.

(f) Deliver seven (7) technical assistance sessions, one (1) to each of the aforementioned counties and City Memphis, to facilitate development of COOP/COG plans.

Key Project Timeline Milestones

Key project timeline and milestones to be determined by TEEX and Shelby County Office of Preparedness upon initiation of contract.

Personnel

The Memphis/Shelby UASI Region primary point of contact for the project will be Mike Brazzell, (901) 379-7092, michael.brazzell@shelbycountytn.gov. TEEX primary point of contact will be Diane Cornwell, (800) 541-7149, diane.cornwell@teexmail.tamu.edu.

III. CONTRACT AMOUNT:

The total amount of this Contract is a **fixed fee** of Two Hundred Twenty Thousand Seven Hundred Four Dollars ($ 220,704.00).

IV. PAYMENT FOR SERVICES:

Payment for services performed shall be billed as follows:
$73,568 due upon completion of training course and two technical assistance sessions.
$73,568 due upon completion of the fifth technical assistance session.
$73,568 due upon completion of final technical assistance session.

V. TERM OF CONTRACT:

This Contract is to begin as of the date of the last signature and shall terminate **December 31, 2008**.

VI. EARLY TERMINATION:

Both parties reserve the right to terminate this Contract for cause or if it is determined the objectives of the program described in Section II cannot be accomplished. The party wishing to terminate this Contract must notify the other party in writing fifteen (15) days in advance and arrange for a mutual settlement of expenses incurred if any.

VII. NOTICES:

All notices required to be made pursuant to this Contract shall be made at the addresses set forth in Section I above.

VIII. CONFIDENTIALITY:

Each of **Shelby County, Tennessee, Office of Preparedness** and **TEEX** agree that the terms and conditions of this Contract are confidential, proprietary and material to each party's interests, business and affairs. Each party agrees to maintain confidentiality of the terms and conditions of this Contract, provided that information contained herein may be used by each party's respective employees, officers and professional advisors to the extent necessary for the purpose of performing or enforcing this Contract, and provided further that each party recognizes that the other party is subject to, and must comply with, public information statutes.

IX. WAIVERS AND SOVEREIGN IMMUNITY:

The failure of either party to require strict compliance with any terms of this Contract shall not be deemed a waiver of that or any other term of this Contract. The parties will use their best efforts to amicably resolve any dispute. However, nothing contained in this Contract shall be construed to waive the sovereign immunity enjoyed by both parties, and their officers, employees or agents.

X. INDEPENDENT CONTRACTOR:

This Contract shall inure to the benefit of and be binding upon the successors, assigns and legal representatives of each the parties hereto. **TEEX** may not substitute a third party to perform its obligations under this Contract without the express written consent of **Shelby County, Tennessee, Office of Preparedness**. **TEEX** and its employees are independent contractors performing services for **Shelby County, Tennessee, Office of Preparedness** and are not employees of **Shelby County, Tennessee, Office of Preparedness**. Nothing herein shall be construed to create an employer-employee relationship between the parties. It is understood and agreed that **Shelby County, Tennessee, Office of Preparedness** will not withhold any amounts for payment for taxes from the compensation of **TEEX**, which will be solely responsible to pay all applicable taxes from said payments, including payments owed to its employees, agents and subcontractors. Further, neither execution of this Contract nor performance by the parties under this Contract shall create any partnership or joint venture relationship between **TEEX** and **Shelby County, Tennessee, Office of Preparedness**.

XI. ASSIGNMENT:

Neither party may assign this Contract without the prior written consent of the other party. It is further understood that this Contract shall be binding upon each party and its respective successors and assigns.

XII. INSURANCE:

TEEX represents that, as an agency of the State of Texas, it is self-insured.

XIII. SEVERABILITY:

Any provision of this Contract prohibited by the laws of any state shall, as to such state, be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Contract.

XIV. MODIFICATION:

Any modification of this Contract must be agreed to by the parties in writing.

XV. COMPLETE AGREEMENT:

The covenants and conditions herein contained, together with any attached exhibits and addenda are the full and complete terms of this Contract, and no alterations, amendments, or modifications of the same shall be binding, unless first reduced to writing and signed by both parties.

The undersigned Parties bind themselves to the faithful performance of this Contract.

RECEIVING PARTY:		**PERFORMING PARTY:**	
		Texas Engineering Extension Service	
By:		**By:**	
Name:	A. C. Wharton, Jr.	**Name:**	John W. May Jr.
Title:	Mayor of Shelby County, TN	**Title:**	Associate Agency Director
Date:		**Date:**	03/24/2008
Tax ID:		**Tax ID:**	74-2270626
Contact Person:	Michael Brazzell	**Contact Person:**	Diane Cornwell
Phone:	(901) 379-7092	**Phone:**	(800) 541-7149

APPROVED AS TO FORM AND LEGALITY:

Contract Administration/ Assistant County Attorney